

**STATE OF SOUTH CAROLINA
BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In re:)	
)	
Application of)	
Light Source Communications, LLC)	
)	
For a Certificate of Public)	DOCKET NO. 2020-
Convenience and Necessity to)	-C
Provide Interexchange and)	
Local Exchange)	
Telecommunications Services in the)	
State of South Carolina)	

APPLICATION OF LIGHT SOURCE COMMUNICATIONS, LLC
FOR AUTHORITY TO PROVIDE LOCAL EXCHANGE AND
INTEREXCHANGE SERVICES

Light Source Communications, LLC (“Light Source” or “Applicant”), pursuant to S.C. Code Ann. § 56-9-280(B)¹ and Section 253 of the Telecommunications Act of 1996², respectfully submits this Application for Authority to Provide Local Exchange and Interexchange Services (“Application”) in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C; and for interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Light Source intends to offer interexchange service to business customers throughout the state. Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of South Carolina. Should its Application be granted, Light

¹As amended by Act No. 354, signed by the Governor on June 6, 1996.

²Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

Source plans to commence offering service immediately upon the establishment of the appropriate and necessary resale arrangements with the incumbent Local Exchange Carriers ("LECs"). Applicant will be negotiating an interconnection/resale agreement with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") to provide local service.

Approval of this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve.

In support of its Application, Light Source states as follows:

I. Introduction

1. The name and address of the Applicant are:

Light Source Communications, LLC
13909 Pennsylvania Road, Ste. C
Riverview, Michigan 48193

2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
Telephone: 770/232-9200
Facsimile: 770/232-9208
E-Mail: lsteinhart@telecomcounsel.com

Local Counsel:
Scott Elliott, Esq.
Elliott & Elliott, P.A.
1508 Lady Street
Columbia, SC 29201
Telephone: 803/771-0555
Facsimile: 803/771-8010
E-Mail: selliot@elliottlaw.us

3. In support of this Application, the following exhibits are attached hereto:

- a. Exhibit A - Light Source's Articles of Organization filed with the Secretary of State for the State of Michigan;
- b. Exhibit B - Light Source's Certificate of Authority to Operate in South Carolina as a Foreign Limited Liability Company;
- c. Exhibit C - Light Source's Financial Information
- d. Exhibit D - Biographies of selected Light Source management; and
- e. Exhibit E - Illustrative tariffs.

II. Description of the Applicant

1. General Information

Applicant is a Michigan Limited Liability Company, which was formed on May 30, 2014. The company is headquartered at 13909 Pennsylvania Road, Ste. C, Riverview, Michigan 48193.

2. Customer Service

Light Source's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call (844) 539-1805. The toll free number will be printed on customers' monthly billing statements. Alternately, customers wishing to communicate with a Light Source customer service representative in writing may send written correspondence to Light Source at:

Light Source Communications, LLC
ATTN: Customer Service
13909 Pennsylvania Road, Ste. C
Riverview, Michigan 48193

Light Source's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by Light Source and the rates associated with such services; (2) monthly billing statements; (3) problems or concerns pertaining to a customer's current service; and (4) general service matters.

III. Light Source Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange and Interexchange Service

Light Source possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Light Source is financially able to provide the services proposed in its tariff as evidenced by its financial information.

2. Managerial Qualifications

Light Source's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry. Using this extensive expertise, Light Source's management team has developed innovative marketing strategies. In conjunction with effective financial and operational measures, these marketing strategies will enable the company to provide quality service at competitive rates, while resulting in profitable operations for the Applicant. Light Source has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications

The senior management of Light Source has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial abilities. The individuals that make up Light Source's senior management have substantial experience in the communications industry, offer extensive communications business, technical and managerial expertise and have successfully developed and operated a communications business. Applicant is currently authorized to provide interexchange, local exchange, and/or data services in Georgia, Iowa, North Carolina, Nebraska, Oklahoma, and Tennessee. No applications for authority have been denied or dismissed.

IV. Approval of Light Source's Application is in the Public Interest

Granting Light Source's Application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of local and interexchange services by Applicant will not adversely impact the availability of affordable local and interexchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local and interexchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and, ultimately, be eliminated from the industry.

Additionally, Light Source's entry into the local exchange and interexchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in South Carolina. The major advantages of incumbency (i.e., ownership of the existing local network as

well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange and interexchange services as well as facilities based competitive local exchange providers.

A competitive local and interexchange service market comprised of incumbents and competitive providers such as Light Source will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered and Service Territory

For informational purposes, Light Source has filed with this Application an illustrative price list based on Light Source's current expectations regarding services to be offered in South Carolina (Exhibit "E"). Light Source is seeking to provide high-bandwidth, fiber-based communications networks, and related competitive data services, for high-bandwidth customers. These networks typically involve providing fiber connectivity, under long term contracts, between multiple customer facilities and to key carrier meet-point locations and local data centers. Light Source customers consist of large business enterprises, governmental organizations (city, county, and state), educational institutions (K-12 school districts, colleges and universities), data centers, and other carriers. Light Source works closely with each customer to design and build

communications network solutions to best meet their individual needs, providing networks with unmatched security, flexibility, scalability, and reliability.

VI. Waivers and Regulatory Compliance

Light Source requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers such as Light Source. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Light Source respectfully requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, Light Source maintains its book of accounts in accordance with Generally Accepted Accounting Principles (“GAAP”). Neither the FCC, nor the Commission, has required Light Source to maintain its records under the USOA for purposes of Light Source’s interexchange operations. Thus, Light Source does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Light Source’s network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on Light Source.

c. Moreover, Light Source asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Light Source’s operations. Therefore, Light Source hereby respectfully requests to be exempt from the any USOA requirements of the

Commission.

d. In addition, the Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.

2. Local Exchange Directories

Applicant respectfully requests a waiver of the requirement in Rule 103-631 to publish and distribute local exchange directories. If Light Source provides local exchange services it will make arrangements with the incumbent LECs whereby the names of Light Source's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Light Source's customer service number. These directories will be distributed to Light Source's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Light Source and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Light Source to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Light Source to simply include its limited customer list in the existing directories of the incumbent LECs.

3. Flexible Regulation of Local Services and Alternative Regulation of Interexchange Services

Applicant respectfully requests that its local service offerings be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C. Additionally, Applicant respectfully requests that its interexchange service

offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

4. Marketing Practices

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation relating to the Applicant's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Applicant does hereby assert and affirm that as a provider of intrastate telecommunications service, Applicant will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Applicant will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Applicant understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

5. Maps

Applicant's local exchange calling areas will initially mirror the service areas of the incumbent local exchange carriers; therefore, Applicant hereby respectfully requests a waiver of the map-filing requirement pursuant to 26 S.C. Code & Ann. Regs. 103-612.2.3 and of 26 S.C. Code Ann. Regs. 103-631 requiring publication of directories.

VII. Conclusion

This Application demonstrates that Light Source Communications, LLC, possesses the technical, financial and managerial resources to provide high-bandwidth, fiber-based

communications networks, and related competitive data services, for high-bandwidth customers in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service.

Wherefore, Light Source Communications, LLC, respectfully petitions this Commission for authority to operate as a provider of local exchange and interexchange telecommunications services in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C; and for interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, in accordance with this Application and for such other relief as it deems necessary and appropriate.

[Signatures on next page]

Respectfully submitted,



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(803) 771-8010 (Facsimile)
sellott@elliottlaw.us (E-Mail)

and

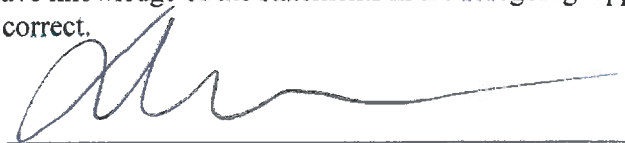
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Alpharetta, Georgia 30005
(770) 232-9200 (Telephone)
(770) 232-9208 (Facsimile)
info@telecomcounsel.com (E-Mail)

Columbia, South Carolina

April 15, 2020

VERIFICATION

I, Debra Freitas, Chief Executive Officer to Light Source Communications, LLC, a Michigan Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



Debra Freitas
Chief Executive Officer
Light Source Communications, LLC

Sworn to me, the undersigned
Notary Public on this
21 day of March, 2020.

State of Michigan
County of Wayne

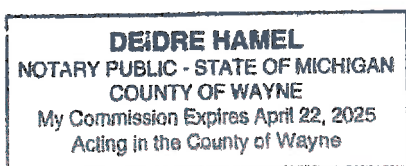

Notary Public

EXHIBIT "A"
ARTICLES OF ORGANIZATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

LIGHT SOURCE COMMUNICATIONS, LLC

ID NUMBER: E4548D

received by facsimile transmission on May 29, 2014 is hereby endorsed.

Filed on May 30, 2014 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, In the City of Lansing, this 30th day of May, 2014.

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

BCS/CD-700 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Charles R. Cuzydlo		
Address 2193 Association Drive, Suite 500		
City Okemos	State MI	ZIP Code 48864
EFFECTIVE DATE:		

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION**For use by Domestic Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Light Source Communications, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

- The name of the resident agent at the registered office is: Charles R. Cuzydlo
- The street address of the location of the registered office is:
 2193 Association Dr., Suite 500 Okemos, Michigan 48864
 (Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:
 _____, Michigan _____
 (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)Signed this 28th day of May, 2014By Debra Jean Freitas and Pete A. Emple

(Signature(s) of Organizer(s))

Debra Jean Freitas and Pete A. Emple

(Type or Print Name(s) of Organizer(s))

Filing ID: 200205-1443495

Filing Date: 02/05/2020

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**APPLICATION FOR A CERTIFICATE OF AUTHORITY BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA**

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 S.C. Code of Laws, as amended.

1. The name of the foreign limited liability company which complies with Section 33-44-1005 of the 1976 S.C. Code of Laws, as amended is:

LIGHT SOURCE COMMUNICATIONS, LLC

2. The name of the State or Country under whose law the company is organized is Michigan

3. The street address of the Limited Liability Company's principal office is
13909 Pennsylvania Rd., Ste. C

(Street Address)

Riverview, Michigan 48193

(City, State, Zip Code)

4. The address of the Limited Liability Company's current designated office in South Carolina is
317 Ruth Vista Road

(Street Address)

Lexington, South Carolina 29073

(City, State, Zip Code)

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
317 Ruth Vista Road

(Street Address)

Lexington

South Carolina 29073

(City)

(Zip Code)

And the name of the Limited Liability Company's agent for service of process at the address is:

Incorp Services, Inc.

(Name)

(Signature of Agent)

6. ☐ Check this box only if the duration of the company is for a specified term, and if so, the period specified

LIGHT SOURCE COMMUNICATIONS, LLC

Name of Limited Liability Company

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager.

(a)

(Name)

(Address)

(City, State, Zip Code)

(b)

(Name)

(Address)

(City, State, Zip Code)

8. ☐ Check this box if one or more of the members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 S.C. Code of Laws, as amended.

Date: 02/05/2020

Signed as Authorized Signature: Debra Freitas

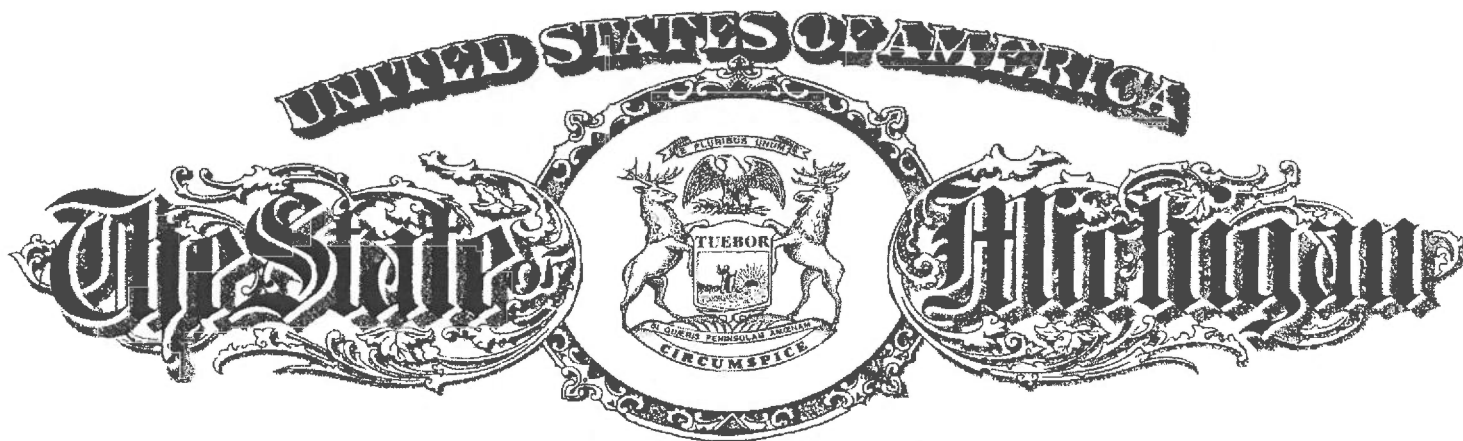
Signature

Debra Freitas

Name

Member

Capacity/Title



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

LIGHT SOURCE COMMUNICATIONS, LLC

was validly authorized on May 30, 2014, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY, and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 20028502630

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 5th day of February, 2020.*

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

EXHIBIT "B"
FOREIGN QUALIFICATION

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

LIGHT SOURCE COMMUNICATIONS, LLC, a limited liability company duly organized under the laws of the State of Michigan, and issued a certificate of authority to transact business in South Carolina on February 5th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 30th day
of March, 2020.

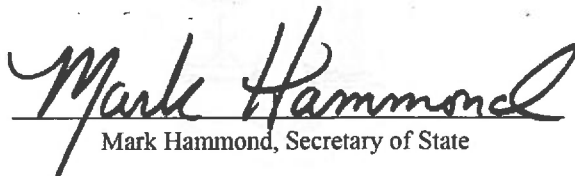

Mark Hammond, Secretary of State

EXHIBIT "C"
FINANCIAL INFORMATION
CONFIDENTIAL & PROPRIETARY
FILED UNDER SEAL

EXHIBIT "D"
BIOGRAPHY INFORMATION

Debra J. Freitas

Debra is a co-founder of Light Source Communications, LLC. Over the past few years she has managed a 2,300 mile fiber network including multiple IRU customers. She is an expert in operating and maintaining long haul fiber. Debra developed the vendor management protocols as well as managed the maintenance and access of the network from contract to implementation. She procured materials, worked on the negotiation of maintenance and construction agreements, and acted as the liaison between customers and fiber owners. Debra brings 12 years of project management experience working on various projects from industrial installations for General Motors Co., and DiamlerChrysler, to Rights and Royalties for academic publications, and she also owned a Professional Services Consulting company. Debra is an excellent communicator; and she brings high level sales and marketing strategies to LSC. She graduated from the University of Michigan.

Pete A. Empie

Pete has 35 years of telecom experience. Pete cofounded Light Source Communications, to build sell and maintain dark fiber assets. In 2009, as Founder and CEO, of Fiber Network Consultants (FNC) Pete was awarded Project Management of the 100 million dollar, 2300 mile fiber build by Merit Network. The project exceeded expectations by coming in slightly under budget, and on time in 2013. Pete then collaborated with Western Telecommunications, Inc., to manage the network maintenance, locating, and permitting management. In 1999, Pete started Waypoint Telecom. As COO of Waypoint he built a 144 count metro dark fiber ring around Lansing, Michigan. Pete sold out the 144 fibers in 3 1/2 years, establishing IRUs with Government, Enterprise, Telecom Carriers, ISP's, and Nonprofit Organizations. In 2005, he expanded Waypoint to light a 600 mile DWDM long haul fiber route in Michigan. He established several metro rings within the State, connected the Michigan network to Chicago, and expanded to light a 1200 mile fiber ring from Chicago to St. Louis. Pete is an Army veteran, where he worked and trained in the US Signal Corp. After serving his country Pete hired on with MCI as an engineer. From there he went to Brooks Fiber Inc., serving as 3rd level Tech Support specializing in Switching, covering 44 cities throughout the US. Following Brooks Fiber, Pete worked with TCI as a Regional Engineer, designing, and constructing private carriage fiber networks. Following that Pete established a Telephony division with in International Cable and Telephone with 400% year over year growth for 3 years, specializing in fiber based Wide Area Networks.

EXHIBIT "E"
ILLUSTRATIVE TARIFF

**SOUTH CAROLINA TELECOMMUNICATIONS TARIFF
OF**

Light Source Communications, LLC

13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Regulations and schedule of intrastate charges applying to
intrastate services within the state of South Carolina.

Issued:
Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

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Issued:

Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
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6	Original
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11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

* signifies new tariff sheets or where sheets have been amended

Issued:

Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the South Carolina Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued:

Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

1. EXPLANATION OF SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(AT) means added to text.

(C) means a correction.

(CP) means a change in rate.

(CT) means change in text.

(DR) means discontinued rate.

(FC) means a change in format lettering or numbering.

(MT) means moved text.

(NR) means new rate.

(RT) means removal of text.

2. APPLICABILITY OF TARIFF

This tariff contains a description of services offered by the Company within the State of South Carolina as to which the Company is required to obtain a Certificate of Public Convenience and Necessity ("CPCN") from the South Carolina Public Service Commission, the terms and conditions under which each of such services is provided and all effective rates and charges applicable to the furnishing of those services. This tariff is binding on the Company with the respect to the services it covers and no deviation of any kind from this tariff as to such services is permitted.

Issued:

Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

3. ACCESSIBILITY OF TARIFF

This tariff is on file with the Commission and is accessible at the Company's principal place of business:

Light Source Communications, LLC
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193
Telephone: 734-752-0556

This tariff is available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at the address or phone number shown above.

Issued:

Issued By:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193

Effective:

4. DEFINITIONS

As used in this tariff, the following terms shall have the following meanings unless the context requires otherwise:

- A. Commission - The South Carolina Public Service Commission.
- B. Company - Light Source Communications, LLC ("Light Source"), the issuer of this tariff.
- C. Customer - Any person, firm, partnership, corporation, organization or other lawful entity that orders and/or receives services covered by this tariff from the Company.
- D. Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.
- E. Disconnection of service - An arrangement for permanently discontinuing service by terminating the contract and/or removing service from the end-user's premises.
- F. Facilities - All the plant and equipment of the Company or another provider of services, including, without limitation, all tangible and intangible real and personal property and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any provider.
- G. Individual Case Basis or ICB - A service arrangement in which the regulation, rates and charges of the services provided are developed based on the specific circumstances of the case and set forth in a written contract or other agreement between the provider and its customer.
- H. Non-regulated service(s) - Any service(s) the Company is allowed to provide without being granted a CPCN by the Commission, that are not set forth in a tariff approved by the Commission and/or where the rates and/or terms and conditions for such service(s) are not otherwise regulated by the Commission.
- I. Premises - The property, premises or other space occupied by a Customer or authorized user of services.

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- J. **Service Commencement Date** - The first day following the date on which the Company notifies a Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in an agreement between the Company and the Customer and/or, when applicable, this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance and/or use of such service. The Company and Customer may mutually agree on a substitute Service Commencement Date.
- K. **User** - Any person, firm, partnership, corporation, organization or other lawful entity designated by the Company, a Customer or another authorized party to use services furnished to a Customer by the Company or another provider.

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5. PROVISION OF SERVICE

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this tariff. Contract terms not specifically governed by the tariff will be individually negotiated with each prospective Customer. The Company will not provide services covered by this tariff to any Customer until a contract has been executed.

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6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this tariff and the contract entered into between the Customer and the Company.

B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

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6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
 7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
 8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
 9. Any breach of the terms and conditions contained in this tariff or in the contract between the Customer and the Company governing service.
- C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- D. Complaint Procedures: Unless the parties to the written contract agree to different process, which terms shall govern over this tariff, a Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Debra Freitas, Chief Executive Officer
13909 Pennsylvania Road, Suite C
Riverview, Michigan 48193
Telephone: (734) 752-0556

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6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

D. Complaint Procedures (cont.)

The Company shall further direct such supervisory personnel to inform such Customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the South Carolina Public Service Commission as follows:

South Carolina Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Local – (803) 737-5230
Toll Free Number – (800) 922-1531
Fax Number – (803) 737-4750

7. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

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C. Liability and Indemnification:

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User. To the extent such regulations are applicable to the particular service at issue, or unless the parties to the written contract agree different process, which terms shall govern over this tariff, the Company follows the credits and credit allowances procedures as established in the Commission's rules.
3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

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7. OBLIGATIONS OF THE COMPANY (cont.)

C. Liability and Indemnification (cont.)

5. The Company shall be indemnified and saved harmless by the Customer or User against:

(a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.

(b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and

(c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.

2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

8. SERVICE PERIOD

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

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9. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Individual Case Basis (ICB) arrangements refers to a service arrangement for private line or private circuit services the Company will make available to customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured so as not to be less than the amount necessary to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

10. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such arrangements are appropriate in the particular instance.

A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

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11. SERVICE OFFERINGS

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

12. SERVICE RATES

A. ICB service rates will be charged for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured to recover an amount that is not less than the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

B. Rates for Intrastate Services

1. Recurring Charges - One Year Rates	Monthly
(A) DS I Service	One Net Rate

13. SPECIAL CHARGES

A. Out-of-Normal Work Hours: The charges specified in this Section 12 do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge, equal to the actual higher costs incurred by the Company for overtime and materials, may be imposed.

B. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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14. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of Customer's representations, warranties or obligations contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this tariff or in the contract for service between the Customer and the Company.
3. As allowed by OAC 165:55-11-2, if applicable to the particular service being provided.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

- C. Cancellation of Application for Service: When the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of Facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

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15. SERVICE INTERRUPTIONS

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.
- C. Liability: The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any service interruption. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
- D. Credits: The amount of credit for a service interruption, if any, shall be specified in the contract between the Customer and the Company.

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